

AMENDMENT NO. 1

This Amendment modifies Contract No. 1490-13636, for Information Technology Professional Services by and between the County of Cook, Illinois, herein referred to as "County" and Microsoft Corporation, authorized to do business in the State of Illinois hereinafter referred to as "Contractor":

RECITALS

Whereas, the County and Contractor have entered into a Contract approved by the County Board on May 21, 2014, (hereinafter referred to as the "Contract"), wherein the Contractor is to provide Description (hereinafter referred to as the "Services") from May 21, 2014 through May 20, 2017, with two (2), one (1) year renewal options, in an amount not to exceed \$815,000.00; and

Whereas, the Contract will expire May 20, 2017, and the agreed upon Services are still required; and

Whereas, a renewal is desired for the continuation of Services; and

Whereas, an increase in the amount of \$100,000.00 is required for the continuation of Services; and

Whereas, the County and Contractor desire to renew the Contract for twelve (12) months beginning on May 21, 2017 through May 20, 2018.

Whereas, the County and Contractor desire to include additional Scope of Services to the Contract; and

Now therefore, in consideration of mutual covenants contained herein, it is agreed by and between the parties to amend the Contract as follows:

1. The Contract is renewed through May 20, 2018.
2. Part II No. 5 Payment, is hereby deleted in its entirety and replaced with the following:

All invoices submitted by the Contractor shall be in accordance with the cost provisions contained in the Contract Documents and shall contain a detailed description of the Deliverables (i.e., the goods, equipment, supplies, or services) including the quantity of the Deliverables, for which payment is requested. All invoices for services shall include itemized entries indicating the date or time period in which the services were provided, the amount of time spent performing the services, and a detailed description of the services provided during the period of the invoice. All Contracts for services that are procured as Sole Source must also contain a provision requiring the Contractor to submit itemized records indicating the dates that services were provided, a detailed description of the work performed on each such date, and the amount of time spent performing work on each such date. All invoices shall reflect the amounts invoiced by and the amounts paid to the Contractor as of the date of the invoice. Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. Contractor shall not be entitled to invoice the County for any late fees or other penalties.

In accordance with Section 34-177 of the Cook County Procurement Code, the County shall have a right to set off and subtract from any invoice(s) or Contract price, a sum equal to any fines and penalties, including interest, for any tax or fee delinquency and any debt or obligation owed by the Contractor to the County.

The Contractor acknowledges its duty to ensure the accuracy of all invoices submitted to the County for payment. By submitting the invoices, the Contractor certifies that all itemized entries set forth in the invoices are true and correct. The Contractor acknowledges that by submitting the invoices, it certifies that it has delivered the Deliverables, i.e., the goods, supplies or equipment set forth in the Contract to the Using Agency, or that it has properly performed the services set forth in the Contract. The invoice must also reflect the dates and amount of time expended in the provision of services under the Contract. The Contractor acknowledges that any inaccurate statements or negligent or intentional misrepresentations the invoices shall result in the County exercising all remedies available to it in law and equity including, but not limited to, a delay in payment or non-payment to the Contractor, and reporting the matter to the Cook County Office of the Independent Inspector General.

3. The Contract is increased by \$100,000.00 and the Total Contract Amount is revised to \$915,000.00.
4. The Contract is hereby amended to incorporate Attachment A and made part of the Contract, Exhibit C, Microsoft Rate Schedule and Consultant Job Description
5. The attached Identification of Sub-Contractors/Suppliers/Sub-Consultants, MBE/WBE Utilization Plan are found in the Economic Disclosures Statement (EDS), found in Attachment B, are incorporated and made a part of this Contract.
6. All other terms and conditions remain as stated in the Contract.

In witness whereof, the County and Contractor have caused this Amendment No. 1 to be executed on the date and year last written below.

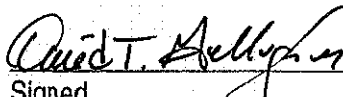
County of Cook, Illinois

By: 
Chief Procurement Officer

By: N/A
State's Attorney (if applicable)

Date: 4 October 2017

Microsoft Corporation


Signed

David T. Gallagher
Type or print name

Director of Contracts
Title

Date: 7-17-2017

ATTACHMENT A

FY17 U.S. Public Sector Published Price List

Microsoft Consulting Services

Effective Date:

October 1, 2016

Prepared by:

David Gallagher

Director of Contracts

dgallagh@microsoft.com

12012 Sunset Hills Road

Reston, VA 20190

(703) 673-7871

(425) 708-0482 (Fax)

1.0 Microsoft Services Background

Microsoft Consulting Services (MCS) has been an integral part of Microsoft since 1990, helping thousands of large organizations worldwide build and implement information technology solutions. MCS Practices are located at Microsoft field offices around the world.

1.1 Public Sector Mission

Our mission is to serve as Trusted Technical Advisors and Architects to Microsoft Public Sector Customers and Partners, helping them architect, plan, design and implement solutions leveraging Microsoft products, tools and technologies. MCS Consultants work with customers on specific projects and strategic initiatives and enable customers to gain knowledge in Microsoft product sets and methodologies to build self-sufficiency over time. MCS is the appropriate Microsoft resource to utilize when customer project requirements demand direct Microsoft involvement.

1.2 Microsoft Services Rates

<u>MCS Labor Category</u>	<u>Hourly Rates</u>	<u>Hourly Rates (Cleared)</u>
ARCHITECTURAL CONSULTANT	\$296.00	\$299.00
PRINCIPAL CONSULTANT	\$283.00	\$294.00
ENGAGEMENT MANAGER	\$268.00	\$278.00
PROJECT MANAGER	\$268.00	\$278.00
SENIOR CONSULTANT	\$268.00	\$278.00
CONSULTANT	\$243.00	\$253.00
ASSOCIATE CONSULTANT	\$210.00	\$219.00
<u>MCS PARTNER RATES:</u>	<u>Hourly Rates</u>	<u>Hourly Rates</u>
TECHNICIAN V	\$255.00	\$255.00
TECHNICIAN IV	\$237.00	\$237.00
TECHNICIAN III	\$210.00	\$210.00
TECHNICIAN II	\$184.00	\$184.00
TECHNICIAN I	\$158.00	\$158.00
TECHNICIAN	\$132.00	\$132.00
ASSOCIATE TECHNICIAN	\$105.00	\$105.00

"Cleared" Hourly rates shall apply whenever the customer requires a Secret or higher level security clearance (or Agency equivalent type clearance) either by the issuance of a DD254 or otherwise specifying such security requirements in the contract documents.

Microsoft Global Delivery (GD)

Offshore Rates

- MSFT GD Consulting – (FTE) \$75.00/Hr.
- MSFT GD ACE/SIAM – (FTE) \$112.00/Hr.
- MSFT GD – (Partner) \$45.00/Hr.

Onshore Rates:

- MSFT GD Consulting – (FTE) \$180.00/Hr.
- MSFT GD ACE/SIAM – (FTE) \$180.00/Hr.

➤ Daily per diem and other travel is charged IAW government travel regulations.

○ Note: Initial air fare to/from India is not charged to customer.

Note:

- *The labor category from which personnel will be assigned will be specified by Microsoft in a Work Order based on the nature of the services to be provided.*
- *Microsoft reserves the right to revise our rates at anytime.*

Point of Contact

David T. Gallagher, Director of Contracts
U.S. Public Sector Services
12012 Sunset Hills Road
Reston, VA 20190
Phone (571) 228-7487, Fax (425) 708-0482
Email: dgallagh@Microsoft.com

ATTACHMENT B

Identification of Sub-Contractors/Suppliers/Sub-Consultants, MBE/WBE Utilization Plan and Economic Disclosures Statement (EDS) Forms

Cook County
Office of the Chief Procurement Officer
Identification of Subcontractor/Supplier/Subconsultant Form

OCPO ONLY:	
<input type="checkbox"/>	Disqualification
<input type="checkbox"/>	Check Complete

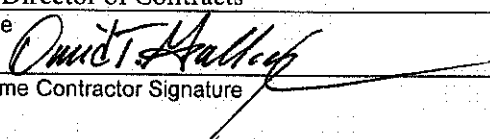
The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract.** In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.: 1490-13636	Date: 07/17/2017
Total Bid or Proposal Amount: \$915,000.00	Contract Title: Microsoft Information Technology Technical Services
Contractor: Microsoft Corporation	Subcontractor/Supplier/ Subconsultant to be added or substitute: NA
Authorized Contact for Contractor: David T. Gallagher	Authorized Contact for Subcontractor/Supplier/ Subconsultant: NA
Email Address (Contractor): dgallagher@microsoft.com	Email Address (Subcontractor): NA
Company Address (Contractor): One Microsoft Way	Company Address (Subcontractor): NA
City, State and Zip (Contractor): Redmond, WA 98052-6399	City, State and Zip (Subcontractor): NA
Telephone and Fax (Contractor): Ph.: (703) 673-7871 Fax: (425) 708-0482	Telephone and Fax (Subcontractor): NA
Estimated Start and Completion Dates (Contractor): Amendment/restart anticipated 10/1/2017	Estimated Start and Completion Dates (Subcontractor): NA

Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

Microsoft Corporation
 Contractor
 David T. Gallagher
 Name
 Director of Contracts
 Title

 Prime Contractor Signature
 07/17/2017
 Date

**TONI PRECKWINKLE**

PRESIDENT

Cook County Board
of CommissionersRICHARD R. BOYKIN
1st DistrictDENNIS DEER
2nd DistrictJERRY BUTLER
3rd DistrictSTANLEY MOORE
4th DistrictDEBORAH SIMS
5th DistrictEDWARD M. MOODY
6th DistrictJESUS G. GARCIA
7th DistrictLUIS ARROYO, JR.
8th DistrictPETER N. SILVESTRI
9th DistrictBRIDGET GAINER
10th DistrictJOHN P. DALEY
11th DistrictJOHN A. FRITCHEY
12th DistrictLARRY SUFFREDIN
13th DistrictGREGG GOSLIN
14th DistrictTIMOTHY O. SCHNEIDER
15th DistrictJEFFREY R. TOBOLSKI
16th DistrictSEAN M. MORRISON
17th District

OFFICE OF CONTRACT COMPLIANCE

JACQUELINE GOMEZ

DIRECTOR

118 N. Clark, County Building, Room 1020 • Chicago, Illinois 60602 • (312) 603-5502

September 22, 2017

Ms. Shannon E. Andrews
Chief Procurement Officer
118 N. Clark Street
County Building-Room 1018
Chicago, IL 60602Re: Contract No. 1490-13636 (Amendment No. 1)
Consulting Services
Bureau of Technology

Dear Ms. Andrews:

The Office of Contract Compliance is in receipt of the above-reference contract amendment and has reviewed it for compliance with the Minority- and Women- owned Business Enterprises (MBE/WBE) Ordinance. After careful review, it has been determined this amendment is responsive to the Ordinance.

Bidder: Microsoft Corporation
Original Contract Value: \$815,000.00
Increased Contract Value: \$100,000.00 (Amendment No. 1)
New Contract Value: \$915,000.00
Extended Contract Term: 12 months
New Contract Term: May 21, 2017 through May 20, 2018
Contract Goal: 35% MBE/WBE overall

<u>MBE/WBE</u>	<u>Status</u>	<u>Certifying Agency</u>	<u>Commitment (Direct)*</u>
Ezra IT Solutions Corp	MBE (6)	Cook County	6.5%
Mazik Global, Inc.	MBE (8)	Cook County	2.8%
VIRE Technologies, Inc.	MBE (8)	Cook County	44.7%
Total			54.0%

*Percentages are based on the revised contract value.

Full MBE/WBE Waiver Granted: Due to other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms. It would not be economical to include additional participation on this contract due the nature of the scope. At this time the specific scope of work necessary to be performed is not laid out as it could vary depending on what is needed from Microsoft and is able to assign the work appropriately.

Revised MBE/WBE forms were used in the determination of the responsiveness of this contract.

Sincerely,

Jacqueline Gomez
Contract Compliance Director
JG/ateCc: Angela Sanchez, OCPO
Glenda Johnson, JTDC

Microsoft Corporation
12012 Sunset Hills Road
Suite 100
Reston, VA 20190

Tel 703 673 - 7600
Fax 703 673 - 7620
<http://www.microsoft.com/>

Microsoft

September 14, 2017

Cook County Office of Contract Compliance
118 N. Clark Street, Room 1020
Chicago, Illinois 60602
Attn.: Ms. Aleatha Easley
Compliance Officer

Re: Microsoft Letter of Justification in Support of Microsoft's Request for MBE/WBE Waiver under
Amendment of Cook County Contract 1490-13636.

Dear Ms. Easley:

Per your request, Microsoft is hereby submitting this Letter of Justification in support of its petition for MBE/WBE Waiver (Form 3), which is provided under this cover.

As you will see from the Waiver and its accompanying documentation, Microsoft is basing its Request for Waiver primarily as a result of its original commitments and its actual performance under Cook County Contract 1490-13636. Under that Contract, Microsoft initially committed to utilize 35% MBE/WBE participation, including 7.6% commitment through a WBE (Ezra IT Solutions Corp.) and the remainder through MBE firms Vire Technologies, LLC, and Mazik Global. Of the original Contract amount of \$815,000.00 awarded, Microsoft has since engaged and paid those firms \$499,870.00, or a total of 61.33% of the total awarded. With the addition of the \$100,000.00 added to the Contract Amendment, that percentage participation is reduced to approximately 54% of the total award, but nonetheless well exceeds the 35% original commitment.

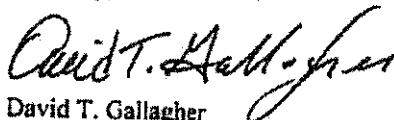
In addition to the reasons identified above, until we have an understanding of the specific scope of work to which the Amendment proceeds would be applied, it is not possible to estimate which percentage of Work can be performed by MBE/WBEs. Once the scope of work is finalized, Microsoft will use its best efforts to determine the appropriate MBE/WBE participation needed to deliver the scope of work, and assign work as appropriate.

Based upon the above factors, Microsoft believes that the Waiver is justified, and request that the Waiver be approved.

Should you have any questions, or require anything further, please do not hesitate to contact either Vincent Rodriguez (319-270-5703 cell; brunorod@microsoft.com) or I (703-629-7667) at your convenience.

Thank you for your consideration. We look forward to your reply.

Sincerely,



David T. Gallagher
Director of Contracts

Enclosures

PETITION FOR REDUCTION/WAIVER OF MBE/WBE PARTICIPATION – FORM 3

A. BIDDER/PROPOSER HEREBY REQUESTS:

☒

FULL MBE WAIVER

* See Attached Explanation.

☒

FULL WBE WAIVER

* See attached Explanation.

☐

REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)

____ % of Reduction for MBE Participation

____ % of Reduction for WBE Participation

B. REASON FOR FULL/REDUCTION WAIVER REQUEST

Bidder/Proposer shall check each item applicable to its reason for a waiver request. Additionally, supporting documentation shall be submitted with this request.

☐

(1) Lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract. **(Please explain)**

☐

(2) The specifications and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation. **(Please explain)**

☐

(3) Price(s) quoted by potential MBEs and/or WBEs are above competitive levels and increase cost of doing business and would make acceptance of such MBE and/or WBE bid economically impracticable, taking into consideration the percentage of total contract price represented by such MBE and/or WBE bid. **(Please explain)**

☒

(4) There are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms. **(Please explain)** * See Attached Explanation.

C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION

☐

(1) Made timely written solicitation to identified MBEs and WBEs for utilization of goods and/or services; and provided MBEs and WBEs with a timely opportunity to review and obtain relevant specifications, terms and conditions of the proposal to enable MBEs and WBEs to prepare an informed response to solicitation. **(Attach of copy written solicitations made)**

☐

(2) Used the services and assistance of the Office of Contract Compliance staff. **(Please explain)**

☐

(3) Timely notified and used the services and assistance of community, minority and women business organizations. **(Attach of copy written solicitations made)**

☐

(4) Followed up on initial solicitation of MBEs and WBEs to determine if firms are interested in doing business. **(Attach supporting documentation)**

☒

(5) Engaged MBEs & WBEs for direct/indirect participation. **(Please explain)**

* See Attached Explanation.

D. OTHER RELEVANT INFORMATION

Attach any other documentation relative to Good Faith Efforts in complying with MBE/WBE participation.

See Attached Explanation.

**COOK COUNTY
ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX**

Section	Description	Pages
1	Instructions for Completion of EDS	EDS i - ii
2	Certifications	EDS 1- 2
3	Economic and Other Disclosures, Affidavit of Child Support Obligations, Disclosure of Ownership Interest and Familial Relationship Disclosure Form	EDS 3 – 12
4	Cook County Affidavit for Wage Theft Ordinance	EDS 13-14
5	Contract and EDS Execution Page	EDS 15-17
6	Cook County Signature Page	EDS 18

SECTION 1
INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every Proposer responding to a Request for Proposals, and every Respondent responding to a Request for Qualifications, and others as required by the Chief Procurement Officer. The execution of the EDS shall serve as the execution of a contract awarded by the County. The Chief Procurement Officer reserves the right to request that the Bidder or Proposer, or Respondent provide an updated EDS on an annual basis.

Definitions. Terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, as applicable.

Affiliate means a person that directly or indirectly through one or more intermediaries, Controls is Controlled by, or is under common Control with the Person specified.

Applicant means a person who executes this EDS.

Bidder means any person who submits a Bid.

Code means the Code of Ordinances, Cook County, Illinois available on municode.com.

Contract shall include any written document to make Procurements by or on behalf of Cook County.

Contractor or Contracting Party means a person that enters into a Contract with the County.

Control means the unfettered authority to directly or indirectly manage governance, administration, work, and all other aspects of a business.

EDS means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

Joint Venture means an association of two or more Persons proposing to perform a for-profit business enterprise. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationship between the partners and their relationship and respective responsibility for the Contract

Lobby or lobbying means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

Lobbyist means any person who lobbies.

Person or Persons means any individual, corporation, partnership, Joint Venture, trust, association, Limited Liability Company, sole proprietorship or other legal entity.

Prohibited Acts means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

Proposal means a response to an RFP.

Proposer means a person submitting a Proposal.

Response means response to an RFQ.

Respondent means a person responding to an RFQ.

RFP means a Request for Proposals issued pursuant to this Procurement Code.

RFQ means a Request for Qualifications issued to obtain the qualifications of interested parties.

**INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

Section 1: Instructions. Section 1 sets forth the instructions for completing and executing this EDS.

Section 2: Certifications. Section 2 sets forth certifications that are required for contracting parties under the Code and other applicable laws. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

Section 3: Economic and Other Disclosures Statement. Section 3 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Applicant to the warranties, representations, agreements and acknowledgements contained therein.

Required Updates. The Applicant is required to keep all information provided in this EDS current and accurate. In the event of any change in the information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Applicant shall supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is required.

Additional Information. The County's Governmental Ethics and Campaign Financing Ordinances impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions, and the Applicant is expected to comply fully with these ordinances. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit the web-site at cookcountylil.gov/ethics-board-of.

Authorized Signers of Contract and EDS Execution Page. If the Applicant is a corporation, the President and Secretary must execute the EDS. In the event that this EDS is executed by someone other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation, satisfactory to the County that permits the person to execute EDS for said corporation. If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a partnership or joint venture, all partners or joint venturers must execute the EDS, unless one partner or joint venture has been authorized to sign for the partnership or joint venture, in which case, the partnership agreement, resolution or evidence of such authority satisfactory to the Office of the Chief Procurement Officer must be submitted with this Signature Page.

If the Applicant is a member-managed LLC all members must execute the EDS, unless otherwise provided in the operating agreement, resolution or other corporate documents. If the Applicant is a manager-managed LLC, the manager(s) must execute the EDS. The Applicant must attach either a certified copy of the operating agreement, resolution or other authorization, satisfactory to the County, demonstrating such person has the authority to execute the EDS on behalf of the LLC. If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a Sole Proprietorship, the sole proprietor must execute the EDS.

A "Partnership" "Joint Venture" or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (2012), and documentation evidencing registration must be submitted with the EDS.

Effective October 1, 2016 all foreign corporations and LLCs must be registered with the Illinois Secretary of State's Office unless a statutory exemption applies to the applicant. Applicants who are exempt from registering must provide a written statement explaining why they are exempt from registering as a foreign entity with the Illinois Secretary of State's Office.

SECTION 2

CERTIFICATIONS

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE APPLICANT IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE APPLICANT THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE APPLICANT IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE APPLICANT SHALL BE SUBJECT TO TERMINATION.

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

- 1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;
- 2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.*;
- 3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;
- 4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.*;
- 5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;
- 6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;
- 7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
- 8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in subparagraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20% or more of the business entity, or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

THE APPLICANT HEREBY CERTIFIES THAT: The Applicant has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Applicant has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Applicant would not violate the provisions of such Section or of the Code.

B. BID-RIGGING OR BID ROTATING

THE APPLICANT HEREBY CERTIFIES THAT: In accordance with 720 ILCS 5/33 E-11, neither the Applicant nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.

C. DRUG FREE WORKPLACE ACT

THE APPLICANT HEREBY CERTIFIES THAT: The Applicant will provide a drug free workplace, as required by (30 ILCS 580/3).

D. DELINQUENCY IN PAYMENT OF TAXES

THE APPLICANT HEREBY CERTIFIES THAT: *The Applicant is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-171.*

E. HUMAN RIGHTS ORDINANCE

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 *et seq.*).

F. ILLINOIS HUMAN RIGHTS ACT

THE APPLICANT HEREBY CERTIFIES THAT: *It is in compliance with the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.*

G. INSPECTOR GENERAL (COOK COUNTY CODE, CHAPTER 34, SECTION 34-174 and Section 34-250)

The Applicant has not willfully failed to cooperate in an investigation by the Cook County Independent Inspector General or to report to the Independent Inspector General any and all information concerning conduct which they know to involve corruption, or other criminal activity, by another county employee or official, which concerns his or her office of employment or County related transaction.

The Applicant has reported directly and without any undue delay any suspected or known fraudulent activity in the County's Procurement process to the Office of the Cook County Inspector General.

H. CAMPAIGN CONTRIBUTIONS (COOK COUNTY CODE, CHAPTER 2, SECTION 2-585)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning campaign contributions, which is codified at Chapter 2, Division 2, Subdivision II, Section 585, and can be read in its entirety at www.municode.com.

I. GIFT BAN, (COOK COUNTY CODE, CHAPTER 2, SECTION 2-574)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning receiving and soliciting gifts and favors, which is codified at Chapter 2, Division 2, Subdivision II, Section 574, and can be read in its entirety at www.municode.com.

J. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-160;

Unless expressly waived by the Cook County Board of Commissioners, the Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is annually by the Chief Financial Officer of the County, and shall be posted on the Chief Procurement Officer's website.

The term "Contract" as used in Section 4, I, of this EDS, specifically excludes contracts with the following:

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for-profit law);
- 2) Community Development Block Grants;
- 3) Cook County Works Department;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction inmates.

SECTION 3**REQUIRED DISCLOSURES****1. DISCLOSURE OF LOBBYIST CONTACTS**

List all persons that have made lobbying contacts on your behalf with respect to this contract:

Name

Address

None.

2. LOCAL BUSINESS PREFERENCE STATEMENT (CODE, CHAPTER 34, SECTION 34-230)

Local business means a Person, including a foreign corporation authorized to transact business in Illinois, having a bona fide establishment located within the County at which it is transacting business on the date when a Bid is submitted to the County, and which employs the majority of its regular, full-time work force within the County. A Joint Venture shall constitute a Local Business if one or more Persons that qualify as a "Local Business" hold interests totaling over 50 percent in the Joint Venture, even if the Joint Venture does not, at the time of the Bid submittal, have such a bona fide establishment within the County.

- a) Is Applicant a "Local Business" as defined above?

Yes: ☐ No: ☒

- b) If yes, list business addresses within Cook County:

- c) Does Applicant employ the majority of its regular full-time workforce within Cook County?

Yes: ☐ No: ☒

3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (CODE, CHAPTER 34, SECTION 34-172)

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-5) and complete the Affidavit, based on the instructions in the Affidavit.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing. **County reserves the right to request additional information to verify veracity of information contained in this statement.**

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Person" "Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and
2. A Person that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the ☒ Applicant or ☐ Stock/Beneficial Interest Holder

This Statement is an: ☐ Original Statement or ☐ Amended Statement

Identifying Information:

Name Microsoft Corporation

D/B/A: _____ FEIN # Only: 91-1144442

Street Address: One Microsoft Way

City: Redmond State: WA Zip Code: 98052-6399

Phone No.: (703) 673-7871 Fax Number: (425) 936-7329 Email: dgallagh@microsoft.com

Cook County Business Registration Number: _____
(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): _____

Form of Legal Entity:

☐ Sole Proprietor ☐ Partnership ☒ Corporation ☐ Trustee of Land Trust

☐ Business Trust ☐ Estate ☐ Association ☐ Joint Venture

☐ Other (describe) _____

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each Person having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
None.		

2. If the interest of any Person listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address
NA		

3. Is the Applicant constructively controlled by another person or Legal Entity? [☐] Yes [☒] No
If yes, state the name, address and percentage of beneficial interest of such person, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship
NA			

Corporate Officers, Members and Partners Information:

For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture.

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
See Attached.			

Declaration (check the applicable box):

- ☐ I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.
- ☒ I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

LIST OF MICROSOFT OFFICERS AND DIRECTORS

As of July 1, 2017

Name	Title
Officers	
Satya Nadella	Chief Executive Officer
Judson Althoff	Executive Vice President, Worldwide Commercial Business
Chris Capossela	Executive Vice President and Chief Marketing Officer
Jean-Philippe Courtois	Executive Vice President and President, Microsoft Global Sales, Marketing and Operations
Kurt DelBene	Executive Vice President, Corporate Strategy & Operations
Scott Guthrie	Executive Vice President, Microsoft Cloud and Enterprise Group
Kathleen Hogan	Executive Vice President, Human Resources
Amy Hood	Executive Vice President and Chief Financial Officer
Rajesh Jha	Executive Vice President, Office Product Group
Peggy Johnson	Executive Vice President, Business Development
Terry Myerson	Executive Vice President, Windows and device Group
Kevin Scott	Chief Technology Officer
Harry Shum	Executive Vice President, Technology and Research
Bradford L. Smith	President and Chief Legal Officer
Jeff Weiner	CEO of LinkedIn
Directors	
John W. Thomson	Chairman of the Board
William H. Gates III	Founder and Technology Advisor
Reid Hoffman	Director
Teri L. List-Stoll	Director
G. Mason Morfit	Director
Satya Nadella	Director and CEO
Charles H. Noski	Director
Dr. Helmut Panke	Director
Sandra E. Peterson	Director
Charles W. Scharf	Director
John W. Stanton	Director
Padmasree Warrior	Director

Business Address for all Officers and Directors: One Microsoft Way, Redmond, WA 98052

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

David T. Gallagher

Name of Authorized Applicant/Holder Representative (please print or type)

Signature

dgallagh@microsoft.com

E-mail address

Director of Contracts

Title

07/17/2017

Date

(703) 673-7871

Phone Number

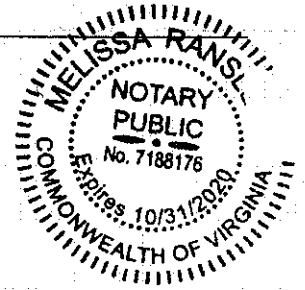
Subscribed to and sworn before me
this 17th day of July, 2017

My commission expires: 10-31-2020

x Melissa Ransel

Notary Public Signature

Notary Seal





COOK COUNTY BOARD OF ETHICS
 69 W. WASHINGTON STREET, SUITE 3040
 CHICAGO, ILLINOIS 60602
 312/603-4304 Office 312/603-9988 Fax

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION

Nepotism Disclosure Requirement:

Doing a significant amount of business with the County requires that you disclose to the Board of Ethics the existence of any familial relationships with any County employee or any person holding elective office in the State of Illinois, the County, or in any municipality within the County. The Ethics Ordinance defines a significant amount of business for the purpose of this disclosure requirement as more than \$25,000 in aggregate County leases, contracts, purchases or sales in any calendar year.

If you are unsure of whether the business you do with the County or a County agency will cross this threshold, err on the side of caution by completing the attached familial disclosure form because, among other potential penalties, any person found guilty of failing to make a required disclosure or knowingly filing a false, misleading, or incomplete disclosure will be prohibited from doing any business with the County for a period of three years. The required disclosure should be filed with the Board of Ethics by January 1 of each calendar year in which you are doing business with the County and again with each bid/proposal/quotation to do business with Cook County. The Board of Ethics may assess a late filing fee of \$100 per day after an initial 30-day grace period.

The person that is doing business with the County must disclose his or her familial relationships. If the person on the County lease or contract or purchasing from or selling to the County is a business entity, then the business entity must disclose the familial relationships of the individuals who are and, during the year prior to doing business with the County, were:

- its board of directors,
- its officers,
- its employees or independent contractors responsible for the general administration of the entity,
- its agents authorized to execute documents on behalf of the entity, and
- its employees who directly engage or engaged in doing work with the County on behalf of the entity.

Do not hesitate to contact the Board of Ethics at (312) 603-4304 for assistance in determining the scope of any required familial relationship disclosure.

Additional Definitions:

"Familial relationship" means a person who is a spouse, domestic partner or civil union partner of a County employee or State, County or municipal official, or any person who is related to such an employee or official, whether by blood, marriage or adoption, as a:

- | | | |
|----------------------------------|--|---------------------------------------|
| <input type="checkbox"/> Parent | <input type="checkbox"/> Grandparent | <input type="checkbox"/> Stepfather |
| <input type="checkbox"/> Child | <input type="checkbox"/> Grandchild | <input type="checkbox"/> Stepmother |
| <input type="checkbox"/> Brother | <input type="checkbox"/> Father-in-law | <input type="checkbox"/> Stepson |
| <input type="checkbox"/> Sister | <input type="checkbox"/> Mother-in-law | <input type="checkbox"/> Stepdaughter |
| <input type="checkbox"/> Aunt | <input type="checkbox"/> Son-in-law | <input type="checkbox"/> Stepbrother |
| <input type="checkbox"/> Uncle | <input type="checkbox"/> Daughter-in-law | <input type="checkbox"/> Stepsister |
| <input type="checkbox"/> Niece | <input type="checkbox"/> Brother-in-law | <input type="checkbox"/> Halfbrother |
| <input type="checkbox"/> Nephew | <input type="checkbox"/> Sister-in-law | <input type="checkbox"/> Halfsister |

**COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

A. PERSON DOING OR SEEKING TO DO BUSINESS WITH THE COUNTYName of Person Doing Business with the County: Microsoft CorporationAddress of Person Doing Business with the County: One, Microsoft Way, Redmond, WA 98052-6399Phone number of Person Doing Business with the County: (703) 673-7871Email address of Person Doing Business with the County: dgallagh@microsoft.com

If Person Doing Business with the County is a Business Entity, provide the name, title and contact information for the individual completing this disclosure on behalf of the Person Doing Business with the County:

David T. Gallagher, Director of Contracts, (703) 673-7871, dgallagh@microsoft.com

B. DESCRIPTION OF BUSINESS WITH THE COUNTY

Append additional pages as needed and for each County lease, contract, purchase or sale sought and/or obtained during the calendar year of this disclosure (or the proceeding calendar year if disclosure is made on January 1), identify:

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County: 1490-13636

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ 915,000

The name, title and contact information for the County official(s) or employee(s) involved in negotiating the business you are doing or seeking to do with the County: Carlyn E. Augustave, Vendor Contract Manager, carlyn.augustave@cookcountytill.gov

The name, title and contact information for the County official(s) or employee(s) involved in managing the business you are doing or seeking to do with the County: Carlyn E. Augustave, Vendor Contract Manager, carlyn.augustave@cookcountytill.gov

C. DISCLOSURE OF FAMILIAL RELATIONSHIPS WITH COUNTY EMPLOYEES OR STATE, COUNTY OR MUNICIPAL ELECTED OFFICIALS

Check the box that applies and provide related information where needed

- ☐ The Person Doing Business with the County is an individual and there is no familial relationship between this individual and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.
- ☒ The Person Doing Business with the County is a business entity and there is no familial relationship between any member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity or employees directly engaged in contractual work with the County on behalf of the business entity, and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

**COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

- ☐ The Person Doing Business with the County is an individual and there is a familial relationship between this individual and at least one Cook County employee and/or a person or persons holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County. The familial relationships are as follows:

Name of Individual Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
NA			

If more space is needed, attach an additional sheet following the above format.

- ☐ The Person Doing Business with the County is a business entity and there is a familial relationship between at least one member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity and/or employees directly engaged in contractual work with the County on behalf of the business entity, on the one hand, and at least one Cook County employee and/or a person holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County, on the other. The familial relationships are as follows:

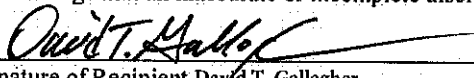
Name of Member of Board of Director for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
NA			

Name of Officer for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
NA			

Name of Person Responsible for the General Administration of the Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
NA			
Name of Agent Authorized to Execute Documents for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
NA			
Name of Employee of Business Entity Directly Engaged in Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
NA			

If more space is needed, attach an additional sheet following the above format.

VERIFICATION: To the best of my knowledge, the information I have provided on this disclosure form is accurate and complete. I acknowledge that an inaccurate or incomplete disclosure is punishable by law, including but not limited to fines and debarment.


 Signature of Recipient David T. Gallagher
 Microsoft Corporation, Director of Contracts

7-17-2017
 Date

SUBMIT COMPLETED FORM TO: Cook County Board of Ethics
 69 West Washington Street, Suite 3040, Chicago, Illinois 60602
 Office (312) 603-4304 – Fax (312) 603-9988
 CookCounty.Ethics@cookcountyil.gov

* Spouse, domestic partner, civil union partner or parent, child, sibling, aunt, uncle, niece, nephew, grandparent or grandchild by blood, marriage (*i.e.* in laws and step relations) or adoption.

SECTION 4

COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE

Effective May 1, 2015, every Person, including Substantial Owners, seeking a Contract with Cook County must comply with the Cook County Wage Theft Ordinance set forth in Chapter 34, Article IV, Section 179. Any Person/Substantial Owner, who fails to comply with Cook County Wage Theft Ordinance, may request that the Chief Procurement Officer grant a reduction or waiver in accordance with Section 34-179(d).

"Contract" means any written document to make Procurements by or on behalf of Cook County.

"Person" means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity.

"Procurement" means obtaining supplies, equipment, goods, or services of any kind.

"Substantial Owner" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

All Persons/Substantial Owners are required to complete this affidavit and comply with the Cook County Wage Theft Ordinance before any Contract is awarded. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information. County reserves the right to request additional information to verify veracity of information contained in this Affidavit.

I. Contract Information:

Contract Number: 1490-13636

County Using Agency (requesting Procurement): Cook County Bureau of Technology

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): Microsoft Corporation

Substantial Owner Complete Name: NA

FEIN# 91-1144442

Date of Birth: NA

E-mail address: dgallagh@microsoft.com

Street Address: One Microsoft Way

City: Redmond

State: WA

Zip: 98052-6399

Work Phone: (703) 673 - 7871

III. Compliance with Wage Laws:

Within the past five years has the Person/Substantial Owner, in any judicial or administrative proceeding, been convicted of, entered a plea, made an admission of guilt or liability, or had an administrative finding made for committing a repeated or willful violation of any of the following laws:

- ☐ No *Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq.,*
- ☐ No *Illinois Minimum Wage Act, 820 ILCS 105/1 et seq.,*
- ☐ No *Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq.,*
- ☐ No *Employee Classification Act, 820 ILCS 185/1 et seq.,*
- ☐ No *Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq.,*
- ☐ No *Any comparable state statute or regulation of any state, which governs the payment of wages*

If the Person/Substantial Owner answered "Yes" to any of the questions above, it is ineligible to enter into a Contract with Cook County, but can request a reduction or waiver under Section IV.

IV. Request for Waiver or Reduction

If Person/Substantial Owner answered "Yes" to any of the questions above, it may request a reduction or waiver in accordance with Section 34-179(d), provided that the request for reduction of waiver is made on the basis of one or more of the following actions that have taken place:

- ☒ No There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner
- ☒ No Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation
- ☒ No Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default
- ☒ No Other factors that the Person or Substantial Owner believe are relevant.

The Person/Substantial Owner must submit documentation to support the basis of its request for a reduction or waiver. The Chief Procurement Officer reserves the right to make additional inquiries and request additional documentation.

V. Affirmation

The Person/Substantial Owner affirms that all statements contained in the Affidavit are true, accurate and complete.

Signature: David T. Gallagher Date: 07/17/2017

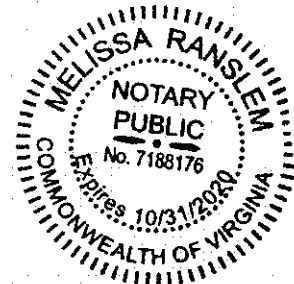
Name of Person signing (Print): David T. Gallagher Title: Director of Contracts

Subscribed and sworn to before me this 17th day of July, 2017

x Melissa Ranslem
Notary Public Signature

Notary Seal

Note: The above information is subject to verification prior to the award of the Contract.



SECTION 5

CONTRACT AND EDS EXECUTION PAGE
PLEASE EXECUTE THREE ORIGINAL PAGES OF EDS

The Applicant hereby certifies and warrants that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Applicant is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Applicant with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Applicant in this EDS are true, complete and correct. The Applicant agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

Execution by CorporationMicrosoft Corporation

Corporation's Name

(703) 673-7871

Telephone

Secretary authorization attached.

Secretary Signature

David T. Gallagher

President's Printed Name and Signature

dgallah@microsoft.com

Email

07/1/2017

Date

Execution by LLCLLC NameDate*Member/Manager Printed Name and SignatureTelephone and Email**Execution by Partnership/Joint Venture**Partnership/Joint Venture NameDate*Partner/Joint Venturer Printed Name and SignatureTelephone and Email**Execution by Sole Proprietorship**Printed Name SignatureDateAssumed Name (if applicable)Telephone and Email

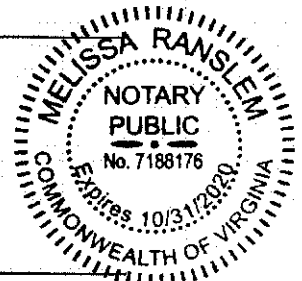
Subscribed and sworn to before me this
17th day of July, 2017.

Melissa Ranslem

Notary Public Signature

My commission expires: 10-31-2020

Notary Seal



*If the operating agreement, partnership agreement or governing documents requiring execution by multiple members, managers, partners, or joint venturers, please complete and execute additional Contract and EDS Execution Pages.

MICROSOFT CORPORATION

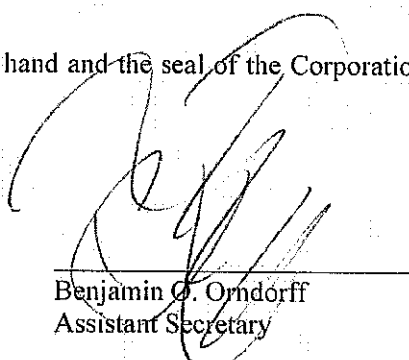
Assistant Secretary's Certificate

I, Benjamin O. Orndorff, do hereby certify that I am a duly elected and acting Assistant Secretary of MICROSOFT CORPORATION, a Washington corporation (the "Corporation") and acting in such capacity, I do further certify that:

1. At the date of this Certificate, David T. Gallagher is an approved and acting Director of Contracts for the Corporation; and
2. In such capacity, Mr. Gallagher is authorized to execute public sector services contracts, consulting agreements, product support services agreements and any offers or proposals related to such contracts and agreements on behalf of the Corporation, including but not limited to any agreements or proposals with the City of Boston.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Corporation this 2nd day of November 2015.

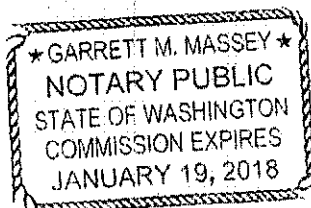


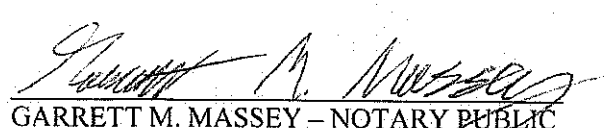

Benjamin O. Orndorff
Assistant Secretary

STATE OF WASHINGTON)
) ss:
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Benjamin O. Orndorff is the person who appeared before me, and that he stated under oath that he is a duly elected and acting Assistant Secretary of Microsoft Corporation, that he has the authority to execute this instrument, and that his execution of this instrument is his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this this 2nd day of November 2015.




GARRETT M. MASSEY – NOTARY PUBLIC
In and for the State of Washington, USA.
Residing at Redmond, Washington, USA.
My Appointment expires: January 19, 2018

Microsoft Corporation
12012 Sunset Hills Road
Suite 100
Reston, VA 20190

Tel 703 673 - 7600
Fax 703 673 - 7620
<http://www.microsoft.com/>

Microsoft

September 14, 2017

Cook County Office of Contract Compliance
118 N. Clark Street, Room 1020
Chicago, Illinois 60602
Attn.: Ms. Aleatha Easley
Compliance Officer

Re: Microsoft Letter of Justification in Support of Microsoft's Request for MBE/WBE Waiver under
Amendment of Cook County Contract 1490-13636.

Dear Ms. Easley:

Per your request, Microsoft is hereby submitting this Letter of Justification in support of its petition for MBE/WBE Waiver (Form 3), which is provided under this cover.

As you will see from the Waiver and its accompanying documentation, Microsoft is basing its Request for Waiver primarily as a result of its original commitments and its actual performance under Cook County Contract 1490-13636. Under that Contract, Microsoft initially committed to utilize 35% MBE/WBE participation, including 7.6% commitment through a WBE (Ezra IT Solutions Corp.) and the remainder through MBE firms Vire Technologies, LLC, and Mazik Global. Of the original Contract amount of \$815,000.00 awarded, Microsoft has since engaged and paid those firms \$499,870.00, or a total of 61.33% of the total awarded. With the addition of the \$100,000.00 added to the Contract Amendment, that percentage participation is reduced to approximately 54% of the total award, but nonetheless well exceeds the 35% original commitment.

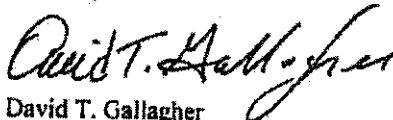
In addition to the reasons identified above, until we have an understanding of the specific scope of work to which the Amendment proceeds would be applied, it is not possible to estimate which percentage of Work can be performed by MBE/WBEs. Once the scope of work is finalized, Microsoft will use its best efforts to determine the appropriate MBE/WBE participation needed to deliver the scope of work, and assign work as appropriate.

Based upon the above factors, Microsoft believes that the Waiver is justified, and request that the Waiver be approved.

Should you have any questions, or require anything further, please do not hesitate to contact either Vincent Rodriguez (319-270-5703 cell; brunorod@microsoft.com) or I (703-629-7667) at your convenience.

Thank you for your consideration. We look forward to your reply.

Sincerely,



David T. Gallagher
Director of Contracts

Enclosures

PETITION FOR REDUCTION/WAIVER OF MBE/WBE PARTICIPATION – FORM 3

A. BIDDER/PROPOSER HEREBY REQUESTS:

☒

FULL MBE WAIVER

* See Attached Explanation.

☒

FULL WBE WAIVER

* See attached Explanation.

☐

REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)

_____% of Reduction for MBE Participation

_____% of Reduction for WBE Participation

B. REASON FOR FULL/REDUCTION WAIVER REQUEST

Bidder/Proposer shall check each item applicable to its reason for a waiver request. Additionally, supporting documentation shall be submitted with this request.

☐

(1) Lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract. **(Please explain)**

☐

(2) The specifications and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation. **(Please explain)**

☐

(3) Price(s) quoted by potential MBEs and/or WBEs are above competitive levels and increase cost of doing business and would make acceptance of such MBE and/or WBE bid economically impracticable, taking into consideration the percentage of total contract price represented by such MBE and/or WBE bid. **(Please explain)**

☒

(4) There are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms. **(Please explain)** * See Attached Explanation.

C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION

☐

(1) Made timely written solicitation to identified MBEs and WBEs for utilization of goods and/or services; and provided MBEs and WBEs with a timely opportunity to review and obtain relevant specifications, terms and conditions of the proposal to enable MBEs and WBEs to prepare an informed response to solicitation. **(Attach of copy written solicitations made)**

☐

(2) Used the services and assistance of the Office of Contract Compliance staff. **(Please explain)**

☐

(3) Timely notified and used the services and assistance of community, minority and women business organizations. **(Attach of copy written solicitations made)**

☐

(4) Followed up on initial solicitation of MBEs and WBEs to determine if firms are interested in doing business. **(Attach supporting documentation)**

☒

(5) Engaged MBEs & WBEs for direct/indirect participation. **(Please explain)**
* See Attached Explanation.

D. OTHER RELEVANT INFORMATION

Attach any other documentation relative to Good Faith Efforts in complying with MBE/WBE participation.
See Attached Explanation.